



IFMS Document: BD 05335TC021

09/08/06

Document Summary: General Ledger Entries
Document: BD 05335TC021
SFO: AP05
Date: 04/21/05
Amount: \$150,582.41
Collected: \$150,582.41
Closed: 04/11/06
Due From: FORMICA CORPORATION
 REORGANIZED DEBTORS
 ., IL 000000000
Due Date: 05/30/10
Comments: BK CHP 11
Interest: \$0.00
Handling: \$0.00
Penalty: \$0.00
Writeoff: \$0.00

Document Details:

Line	Line Amt	Collected	Writeoff	Closed	Int Rate	Reporting Category	BFY	Fund	RPIO	Org	Prog	Job No	BOC
001	\$150,582.41	\$150,582.41	\$0.00	\$150,582.41	2.210	33-ADVANCES - SUPERFUND CASH OUTS	2005	TR2	05	05F	302EC7C	0573RV00	

Document Activity:

Date	Ref Amount	Related Document	Direction	Date	Ref Amount	Related Document	Date	Ref Amount	Related Document
04/11/06	-\$593,940.59	Decrease							
10/18/05	\$13,147.20	CR 0505SV170	Forward						
10/05/05	\$44,468.92	CR 0505SV170	Forward						
09/16/05	\$14,928.36	CI 052005222B	Forward						
08/30/05	-\$429,745.63	CI 052005220C	Forward						
08/29/05	\$507,783.56	CI 052005220C	Forward						
04/25/05	\$744,523.00	Increase							



Accounts Receivable Inquiry

09/08/06

Accounts Receivable Number starts with 05335TC021
Sorted by A/R Number

A/R Number	Comments	Vendor	Vendor Code	Due Date	Age	Status	Billed Amt	Interest Amt	Admin Charge	Penalty Amt	Total Amt	Collected Amt	Writeoff A
BD05335TC021	BK CHP 11	FORMICA CORPORATION	05FORMICA	05/30/10	-1510	15	\$150,582.41	\$0.00	\$0.00	\$0.00	\$150,582.41	\$150,582.41	\$0
BD05335TC021X	BK CHP 11	FORMICA CORPORATION	05FORMICA	05/30/10	-1360	15	\$593,940.59	\$0.00	\$0.00	\$0.00	\$593,940.59	\$0.00	\$0
Totals:							\$744,523.00	\$0.00	\$0.00	\$0.00	\$744,523.00	\$150,582.41	\$0

[Warehouse Homepage](#)
[EPA@Work Home](#) | [EPA Internet](#) | [Comments](#)
http://iasint.rtpnc.epa.gov/neis/acct_rec_web.ar_result
This web page was last updated on 08/07/2006.
This data was last updated on 09/08/2006 16:03
This page coordinated by: [Virginia Reagan](#)

Below is the Standard Query Language(SQL) used to find these documents. This SQL statement was built based on the conditions selected.

```
select a.trans_code, a.trans_no, a.doc_comments,
a.vendor_name, a.vendor_code, a.collected_due_date,
nvl(a.doc_closed_date, trunc(sysdate)) - a.collected_due_date as age,
a.overdue_status_code,
sum(decode(l.line_no, '997', 0, '998', 0, '999', 0, decode(l.trans_type,'25', 0,
'26', 0, '29', 0, '30', 0, '31', 0, '40', 0, '41', 0, '43', 0, '44', 0, l.document_amt))) document_amt,
sum(decode(l.line_no, '997', l.document_amt, '998', 0, '999', 0, decode(l.trans_type, '25', l.document_amt, '26', l.document_amt,
'29', l.document_amt, '30', l.document_amt, '31', l.document_amt, '40', l.document_amt,
'41', l.document_amt, '43', l.document_amt, '44', l.document_amt, 0))) interest_amt,
sum(decode(l.line_no, '998', l.document_amt, 0)) handling_amt,
sum(decode(l.line_no, '999', l.document_amt, 0)) penalty_amt,
a.doc_collected_amt,
a.writeoff_amt
from ifms_arht a, ifms_arlt l, ifms_zdtx z, ifms_vend v
where z.trans_code (+) = a.trans_code
and z.trans_no (+) = a.trans_no
and l.trans_code (+) = a.trans_code
and l.trans_no (+) = a.trans_no
and a.vendor_code = v.vendor_code
and a.trans_code = 'BD'
and v.vendor_type_cat != 'E'
and z.sfo != 'AP15'
```

IPAC TRANSACTION

Originating ALC Customer ALC Submitter ALC PAYMENT

68011005 68010727

Document Reference Number Summary Amount

46200145 \$90,757.95

Accomplished Date Accounting Date Number of Detail(s) Originator DO Symbol

11/3/2005 11/30/2005 1 X0462

ALC Contact Contact Phone

Irene W Walanka 312-353-5090

Contact Email

w 0573,SKINNES,OH
05 33 5TC021
SPECIAL ACCOUNTS
200X8145 11-14-05 SMB

001-\$90,757.95

Detail Number Receiver Treasury Account Symbol Receiver DUNS+4 Sender Treasury Account Symbol Sender DUNS+4

1 68-20X8145 126542526

Purchase Order Number Invoice Number

05335TC021 060527003

Obligating Document Number Requisition Number

05335TC021

CLIN Jas Number

ACT(trace number) Job (Project) Number Pay Flag Receiver Dept Code

 F 68

Unit of Issue Quantity Unit Price Detail Amount

ea 1 \$90,757.95 \$90,757.95

ACRN Accounting Classification Code FSN/AAA/ADSN DOD Activity Address Code

 0

Transaction Contact Contact Phone

irene walanka (312) 353-5090

Transaction Description Miscellaneous Information

OPEN

ACTION:

SCREEN: CRLT

USERID: SOQI

Date: 11-14-05

*** CASH RECEIPTS LINE INQUIRY TABLE ***

KEY IS TRANS CODE: CR CR NUMBER: 0600527003B

LINE NUMBER: 001

BFYS: 2005 APPR: TR2 BUDGET: 05F

TRANS TYPE: 28

SITE/PROJ: 0573RV00 PE: 302EC7C

RPTG CATG: 33

VENDOR/PROVIDER: SKINNES LINDFILL, OH

AMOUNT: \$90,757.95

CHECK NUMBER: 46200145

REF TC: CR

052005222B

0573, SKINNER LDF, OH

05 33 5TC021

CASH-OUT

200X8145 11-14-05 SMB

001-\$12,514.82

OPEN

0556, PRISTINE, OH

05 33 5TC022

CASH OUT

200X8145 11-14-05 SMB

001-\$68,917.63

OPEN

ACTION: SCREEN: CRLT USERID: SOQI Date: 11-15-05

*** CASH RECEIPTS LINE INQUIRY TABLE ***

KEY IS TRANS CODE: CR CR NUMBER: 0502005222B

LINE NUMBER: 006

BFYS: 2005 APPR: TR2 BUDGET: 05F

TRANS TYPE: 28

SITE/PROJ: 0573RV00 PE: 302EC7C

RPTG CATG: 33

VENDOR/PROVIDER: SKINNER LDF, OH

AMOUNT: \$12,514.82

CHECK NUMBER: 09400684

REF TC: CR

IPAC TRANSACTION

Originating ALC	Customer ALC	Submitter ALC	PAYMENT	
68011005	68010727			
Document Reference Number	Summary Amount			
46200145	\$90,757.95			
Accomplished Date	Accounting Date	Number of Detail(s)	Originator DO Symbol	
11/3/2005	11/30/2005	1	X0462	
ALC Contact			Contact Phone	
Irene W Walanka			312-353-5090	
Contact Email				
walanka.irene@epa.gov				
Detail Number	Receiver Treasury Account Symbol	Receiver DUNS+4	Sender Treasury Account Symbol	Sender DUNS+4
1			68-20X8145	126542526
Purchase Order Number	Invoice Number			
05335TC021	060527003			
Obligating Document Number	Requisition Number		Contract Number	
05335TC021				
CLIN	Jas Number			
ACT(trace number)	Job (Project) Number	Pay Flag	Receiver Dept Code	
		F	68	
Unit of Issue	Quantity	Unit Price	Detail Amount	
ea	1	\$90,757.95	\$90,757.95	
ACRN	Accounting Classification Code	FSN/AAA/ADSN	DOD Activity Address Code	
		0		
Transaction Contact	Contact Phone			
irene walanka	(312) 353-5090			
Miscellaneous Information				

0573, SKINNERS LANDFILL, OH
05 33 5TC021
SPECIAL ACCOUNTS
200X8145 9-22-05 SMB

001-\$73,866.49

OPEN

0573, SKINNERS LANDFILL, OH
05 33 5TC021
SPECIAL ACCOUNTS
200X8145 9-22-05 SMB

001-\$4,171.44

052005220C

OPEN

05L1, MACGILLIS&GIBBS BELL, MN
05 29 5T021B
COST RECOVERY
20X8145.4 09-22-05 SMB

001-\$259.06

CLOS

ACTION: SCREEN: CRLT USERID: SOQI Date: 9-22-05

*** CASH RECEIPTS LINE INQUIRY TABLE ***

KEY IS TRANS CODE: CR CR NUMBER: 0505CD220C

LINE NUMBER: 004

BFYS: 2005 APPR: TR2 BUDGET: 05F

TRANS TYPE: 28

+ - SITE/PROJ: 0573RV00 PE: 302EC7C

RPTG CATG: 33

VENDOR/PROVIDER: SKINNERS LANDFILL, OH

AMOUNT: \$4,171.44

CHECK NUMBER: 09400667

REF TC: CR

ACTION: R SCREEN: CRLT USERID: SOQI 09/15/05 03:30:13 PM

*** CASH RECEIPTS LINE INQUIRY TABLE ***

KEY IS TRANS CODE, CR NUMBER, LINE NUMBER

TRANS CODE: CI CR NUMBER: 052005220C

01-

LINE NUMBER: 004

BFYS: 2005

APPR: TR2

BUDGET ORG: 05F

TRANS TYPE: 28

TRAVEL TYPE:

BOC:

SITE/PROJ: 0573RV00

PE: 302EC7C

REV SRC:

GL ACCOUNT:

RPTG CATG: 33

COST ORG:

CLOSED BFYS:

CLOSED APPR:

VENDOR/PROVIDER: 05FORMICA

AMOUNT :

4,171.44

CHECK NUMBER:

REF TC: BD

REF DOC NUMBER: 05335TC021

LINE NUMBER: 001

ADVANCE NO:

AGRMT # :

ACTION OUT:

PAY NAME:

PAY ID:

OPTIONAL:

Contact Phone
202-564-4911

Sender Treasury Account Symbol
681099

Invoice Number
052005220 B

Contract Number

Receiver Dept Code
68

Detail Amount
\$8,409,789.67

DOD Activity Address Code

Contact Phone
202/564-4911

0573, SKINNERS LANDFILL, OH

05 33 5TC021

SPECIAL ACCOUNTS

200X8145 9-22-05 SMB

001-\$73,866.49

052005220C

OPEN

0573, SKINNERS LANDFILL, OH

05 33 5TC021

SPECIAL ACCOUNTS

200X8145 9-22-05 SMB

001-\$4,171.44

OPEN

05L1, MACGILLIS&GIBBS BELL, MN

05 29 5T021B

COST RECOVERY

20X8145.4 09-22-05 SMB

001-\$259.06

ACTION: SCREEN: CRLT USERID: SOQI Date: 9-22-05

*** CASH RECEIPTS LINE INQUIRY TABLE ***

KEY IS TRANS CODE: CR CR NUMBER: 0505CD220C

LINE NUMBER: 001

BFYS: 2005 APPR: TR2 BUDGET: 05F

TRANS TYPE: 28

SITE/PROJ: 0573RD00 PE: 302EC7C

RPTG CATG: 33

VENDOR/PROVIDER: SKINNERS LANDFILL, OH

AMOUNT: \$73,866.49

CHECK NUMBER: 09400667

REF TC: CR

ACTION: R SCREEN: CRLT USERID: SOQI 09/15/05 03:29:23 PM

*** CASH RECEIPTS LINE INQUIRY TABLE ***

KEY IS TRANS CODE, CR NUMBER, LINE NUMBER

TRANS CODE: CI CR NUMBER: 052005220C

01-

LINE NUMBER: 001

BFYS: 2005

APPR: TR2

BUDGET ORG: 05F

TRANS TYPE: 28

TRAVEL TYPE:

BOC :

SITE/PROJ: 0573RV00

PE: 302EC7C

REV SRC:

GL ACCOUNT:

RPTG CATG: 33

COST ORG:

CLOSED BFYS:

CLOSED APPR:

VENDOR/PROVIDER: 05FORMICA

AMOUNT :

73,866.49

CHECK NUMBER:

REF TC: BD

REF DOC NUMBER: 05335TC021

LINE NUMBER: 001

ADVANCE NO:

AGRMT # :

ACTION OUT:

PAY NAME:

PAY ID:

OPTIONAL:

SKinner's
Landfill OH

STANDARD VOUCHER

S.V. NO. 0505SV170
DATE 10/05/2005

REFERENCE	EXPLANATION	DEBIT	CREDIT
68-20X8145	We are recording some marketable securities we received on a Formica Bankruptcy. We received them today.	199P	2327
TR2		317,285.12	317,285.12
0556		330,432.32	330,432.32
0573	This is a CR50	44,468.92	44,468.92
BD			
05335TC022			
05335TC021			
		374,901.24	374,901.24

PREPARED BY: Irene Walanka

TITLE: Financial Specialist

DATE: OCT. 05, 2005

APPROVED BY: [Signature]

TITLE: Regional Comptroller

DATE:

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[illegible]



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

AUG - 8 2005

OFFICE OF
CHIEF FINANCIAL OFFICER

Ms. Veronica Lowther, Manager
Debt Accounting Branch
Office of Public Debt Accounting
Bureau of the Public Debt
Hintgen Building, Rm 114
200 3rd Street
Parkersburg, WV 26106-1326

Skinner, 0573

Dear Ms. Lowther:

You are requested to sell the enclosed Senior Subordinated Secured Floating Notes due 2011 of Formica Holding Corporation, Certificate No.R-87, CUSIP 34637F AB 2 for \$ 50,781.98 and Certificate No.R-86, CUSIP 34637F AB for \$ 279,650.34.

These securities are registered in the name of the Department of Justice, Environmental and Natural Resources Division, Environmental Enforcement Section and are in settlement of a debt with this Agency. Proceeds of the sale should be sent to:

U.S. Environmental Protection Agency
Washington Finance Center
Agency Location Code 68-01-0099
Ariel Rios Building, MC 2734R
1200 Pennsylvania Avenue, NW
Attn: Raffael Stein
Washington, D.C. 20460

Please contact Kennard Jones on (202) 564-4802 should there be any questions regarding this request.

Sincerely,

Allocation: Skinner Ldfl 0573

(Face of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

CUSIP 34637F AB 2
\$50,781.98

No. R-87

FORMICA HOLDING CORP.

promises to pay to THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY or registered assigns, the principal sum of Fifty Thousand Seven Hundred Eighty-One Dollars and Ninety-Eight Cents (\$50,781.98) on June 10, 2011.

Interest Payment Dates: June 15 and December 15, commencing on December 15, 2004.

Record Dates: June 1 and December 1.

Dated: July 12, 2005

THE OBLIGATIONS EVIDENCED BY THIS NOTE ARE QUALIFIED BY, LIMITED, AND EXPRESSLY SUBORDINATED UNDER THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF JUNE 10, 2004, AMONG WELLS FARGO FOOTHILL, INC., IN ITS CAPACITY AS INITIAL SENIOR AGENT ON BEHALF OF ITSELF AND THE SENIOR FACILITY LENDERS, THE BANK OF NEW YORK, IN ITS CAPACITY AS INITIAL GUC TRUSTEE ON BEHALF OF ITSELF AND THE GUC NOTEHOLDERS, AND FHC AND FLH, IN THEIR CAPACITY AS INVESTOR NOTEHOLDERS, WHICH PROVIDES, AMONG OTHER TERMS, THAT EXCEPT WITH RESPECT TO "PERMITTED CASH PAYMENTS" NO CASH PAYMENTS MAY BE MADE UNDER THIS NOTE UNTIL THE PRIOR PAYMENT IN FULL OF ALL "SENIOR DEBT," AS SUCH TERMS ARE DEFINED THEREUNDER. REFERENCE IS MADE TO THE SUBORDINATION AGREEMENT FOR THE FULL QUALIFICATIONS, LIMITATIONS AND SUBORDINATION PROVISIONS THEREUNDER.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

FORMICA HOLDING CORP.

By: Edward R. Case
Name: Edward R. Case
Title: Chief Financial Officer

This is one of the
Notes referred to in the
within-mentioned Indenture:

THE BANK OF NEW YORK,
as Trustee

By: Robert A. Mammella
Authorized Signatory

Dated: July/17, 2005

(Back of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. **Interest.** Formica Holding Corp., a Delaware corporation (the "*Company*"), promises to pay interest from the date of issuance of this note until maturity on the principal amount of this Note at the rate per annum equal to the interest rate on the Senior Credit Agreement from time to time prevailing plus 100 basis points; *provided* that if the aggregate amount of Additional Domestic Debt and Additional Foreign Debt at any time exceeds \$50.0 million, the interest rate at all times thereafter shall equal the interest rate on the Senior Credit Agreement from time to time plus an additional 200 basis points. The Company shall pay interest semi-annually on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "*Interest Payment Date*"). Concurrently with the making of each interest payment, the Company shall mail or cause to be mailed, by first class mail, to the Trustee and the Holders, a notice setting forth detailed calculations of the interest rate or interest rates applicable to the interest period to which such Interest Payment Date relates. Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; *provided, however*, that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal from time to time at a rate that is 2% per annum in excess of the interest rate then in effect under the Indenture and this Note; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods), from time to time at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **Method of Payment.** The Company shall pay interest on the Notes (except defaulted interest) to the Persons in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the June 1 or December 1 next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal and interest at the office or agency of the Company maintained for such purpose, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the Security Register; *provided, however*, that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. **Paying Agent and Registrar.** Initially, The Bank of New York, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or

5. *Optional Redemption.*

(a) At any time and from time to time, if permitted by the Senior Credit Agreement, the Company may redeem all or any portion of the Notes, at once or over time, at a redemption price (expressed as a percentage of principal amount) equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date).

(b) Any prepayment pursuant to this paragraph shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. *Mandatory Redemption.* In the event that at least 75% of the principal amount of the New Senior Secured Term Loan Indebtedness outstanding on the date of the Indenture (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem a percentage of the outstanding Notes that is equal to the percentage (measured on a cumulative basis) of the New Senior Secured Term Loan Indebtedness that is or has been Refinanced at 100% of their principal amount plus interest to the redemption date. If 100% of the New Senior Secured Term Loan Indebtedness (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem all of the outstanding Notes at 100% of their principal amount plus interest to the redemption date. Any prepayment pursuant to this paragraph 6 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture. The Company shall not otherwise be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. *Notice of Redemption.* Notice of redemption shall be mailed at least 45 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than \$1,000 may be redeemed in part but only in whole multiples of \$1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

8. *Denominations, Transfer, Exchange.* The Notes are in registered form without coupons. This Note shall represent the aggregate principal amount of outstanding Notes from time to time endorsed hereon and the aggregate principal amount of Notes represented hereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

9. *Persons Deemed Owners.* The registered Holder of a Note may be treated as its owner for all purposes.

amount of the Notes then outstanding voting as a single class (including consents obtained in connection with a purchase of or tender offer or exchange offer for the Notes).

Without the consent of any Holder, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees or the GUC Security Documents to cure any ambiguity, defect or inconsistency, to provide for the assumption by a successor corporation, partnership or limited liability company of the obligations of the Company under the Indenture, to provide for uncertificated Notes in addition to or in place of certificated Notes; *provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; to add additional Guarantees or additional obligors with respect to the Notes or to release Guarantors from Guarantees as permitted by the terms of the Indenture, to secure the Notes, to add to the covenants of the Company for the benefit of the Holders of the Notes or to surrender any right or power conferred upon the Company, to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under the Indenture of any such Holder or to make any change to comply with any requirement of the Commission in order to effect or maintain the qualification of the Indenture under the TIA.

11. *Defaults and Remedies.* Each of the following is an Event of Default under the Indenture: (a) default for 30 days in the payment when due of interest on the Notes; (b) default in the payment when due of the principal of any of the Notes when the same becomes due and payable at its Stated Maturity, upon acceleration, redemption, optional redemption, required repurchase or otherwise (whether or not prohibited by Article XII of the Indenture); (c) failure by the Company or any Restricted Subsidiary to comply with Section 4.09(b) of the Indenture, and such failure continues for 5 days; (d) failure by the Company or any Restricted Subsidiary to comply with Sections 3.08 or 4.16 of the Indenture; (e) failure by the Company or any Restricted Subsidiary to comply with any covenant or agreement in this Notes or in the Indenture (other than a failure that is the subject of the foregoing clauses (a), (b), (c) or (d)), and such failure continues for 30 days after written notice is given to the Company as provided in the Indenture; (f) a default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Restricted Subsidiary (or the payment of which is guaranteed by the Company or any Restricted Subsidiary) whether such Indebtedness or Guarantee now exists, or is created after the date of this Indenture, if that default (i) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness (a "Payment Default"); or (ii) results in the acceleration of such Indebtedness prior to its express maturity, and in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$5.0 million or more *provided, however*, that if such default does not constitute an event of default under the Senior Credit Agreement, or if such default constitutes an event of default under the Senior Credit Agreement but such event of default shall have been waived or consented to by the lenders thereunder, such default shall not constitute an Event of Default under the Indenture; (g) failure by the Company or any Restricted Subsidiary to pay final judgments aggregating in excess of \$5.0 million, which judgments are not paid, discharged or stayed for a period of 60 days after such judgment or judgments have become final and nonappealable; *provided, however*, that if such failure does not constitute

If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency described in the Indenture, all outstanding Notes shall become due and payable without further action or notice. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may withhold from Holders notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default (i) in the payment of the principal of or interest on, the Notes and (ii) in respect of a covenant or provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Note affected by such modification or amendment. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

12. *Subordination.* Payment of principal and interest on the Notes is subordinated to the prior payment of Senior Debt on the terms provided in the Indenture and the Subordination Agreement.

13. *Trustee Dealings with Company.* Subject to certain limitations, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee.

14. *No Recourse Against Others.* No past, present or future director, officer, employee, incorporator or stockholder of the Company or of any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Indenture, the Notes, the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability.

15. *Authentication.* This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. *Abbreviations.* Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. *CUSIP Numbers.* Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Formica Holding Corp.
Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202
Attention: Edward R. Case, Chief Financial Officer

Assignment Form

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(Insert assignee's social security or other tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____, as agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____, 2005

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

NOTATION OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture), jointly and severally, unconditionally guarantees, to the extent set forth in the Indenture and subject to the provisions in the Indenture, dated as of June 10, 2004 (the "*Indenture*"), among Formica Holding Corp., as issuer (the "*Company*"), the Guarantors listed on the signature pages thereto and The Bank of New York, as trustee (the "*Trustee*"), (a) the due and punctual payment of the principal of and interest on the Notes, whether at maturity, by acceleration, redemption or otherwise, the due and punctual payment of interest on overdue principal and, to the extent permitted by law, interest, and the due and punctual performance of all other obligations of the Company to the Holders or to the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Guarantee and the Indenture are expressly set forth in Article X of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee. This Guarantee is subject to release as and to the extent set forth in Sections 8.02, 8.03 and 10.05 of the Indenture. This Guarantee is subordinated in right of payment to the extent set forth in the Indenture and the Subordination Agreement. Each Holder of a Note, by accepting the same agrees to and shall be bound by such provisions. Capitalized terms used herein and not defined are used herein as so defined in the Indenture.

GUARANTORS:

FORMICA BERMUDA HOLDINGS, LTD.
LAMINATES ACQUISITION CO.
FM HOLDINGS INC.
FORMICA INTERNATIONAL LLC
STEL INDUSTRIES, INC.
THE DILLER CORPORATION
WILDON LLC
FORMICA CORPORATION (f/k/a REORGANIZED
WILDON INDUSTRIES, INC.)

By: Edward R. Case
Name: Edward R. Case
Title: Chief Financial Officer



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

SEP - 1 2005

OFFICE OF THE
CHIEF FINANCIAL OFFICER

Ms. Veronica Lowther, Manager
Debt Accounting Branch
Office of Public Debt Accounting
Bureau of the Public Debt
Hintgen Building, Rm 114
200 3rd Street
Parkersburg, WV 26106-1326

*Skinner left
0573*

Dear Ms. Lowther:

You are requested to sell the enclosed Senior Subordinated Secured Floating Notes due 2011 of Formica Holding Corporation, Certificate No.R-167, CUSIP 34637F AB 2 for \$ 37,634.78 and Certificate No.R-168, CUSIP 34637F AB for \$ 6,834.14.

These securities are registered in the name of the Department of Justice, Environmental and Natural Resources Division, Environmental Enforcement Section and are in settlement of a debt with this Agency. Proceeds of the sale should be sent to:

U.S. Environmental Protection Agency
Washington Finance Center
Agency Location Code 68-01-0099
Ariel Rios Building, MC 2734R
1200 Pennsylvania Avenue, NW
Attn: Raffael Stein
Washington, D.C. 20460

Please contact Kennard Jones on (202) 564-4802 should there be any questions regarding this request

Allocation:
Skinner Ldt -0573

(Face of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

CUSIP 34637F AB 2
\$6,834.14

No. R-168

FORMICA HOLDING CORP.

promises to pay to UNITED STATES ENVIRONMENTAL PROTECTION AGENCY or registered assigns, the principal sum of Six Thousand Eight Hundred Thirty-Four Dollars and Fourteen Cents (\$6,834.14) on June 10, 2011.

Interest Payment Dates: June 15 and December 15, commencing on December 15, 2004.

Record Dates: June 1 and December 1.

Dated: August 15, 2005

THE OBLIGATIONS EVIDENCED BY THIS NOTE ARE QUALIFIED BY, LIMITED, AND EXPRESSLY SUBORDINATED UNDER THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF JUNE 10, 2004, AMONG WELLS FARGO FOOTHILL, INC., IN ITS CAPACITY AS INITIAL SENIOR AGENT ON BEHALF OF ITSELF AND THE SENIOR FACILITY LENDERS, THE BANK OF NEW YORK, IN ITS CAPACITY AS INITIAL GUC TRUSTEE ON BEHALF OF ITSELF AND THE GUC NOTEHOLDERS, AND FHC AND FLH, IN THEIR CAPACITY AS INVESTOR NOTEHOLDERS, WHICH PROVIDES, AMONG OTHER TERMS, THAT EXCEPT WITH RESPECT TO "PERMITTED CASH PAYMENTS" NO CASH PAYMENTS MAY BE MADE UNDER THIS NOTE UNTIL THE PRIOR PAYMENT IN FULL OF ALL "SENIOR DEBT," AS SUCH TERMS ARE DEFINED THEREUNDER. REFERENCE IS MADE TO THE SUBORDINATION AGREEMENT FOR THE FULL QUALIFICATIONS, LIMITATIONS AND SUBORDINATION PROVISIONS THEREUNDER.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

FORMICA HOLDING CORP.

By: Edward R. Case
Name: Edward R. Case
Title: Chief Financial Officer

This is one of the
Notes referred to in the
within-mentioned Indenture:

THE BANK OF NEW YORK,
as Trustee

By: Robert A. Mammola
Authorized Signatory

Dated: August 15, 2005

(Back of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. **Interest.** Formica Holding Corp., a Delaware corporation (the "*Company*"), promises to pay interest from the date of issuance of this note until maturity on the principal amount of this Note at the rate per annum equal to the interest rate on the Senior Credit Agreement from time to time prevailing plus 100 basis points; *provided* that if the aggregate amount of Additional Domestic Debt and Additional Foreign Debt at any time exceeds \$50.0 million, the interest rate at all times thereafter shall equal the interest rate on the Senior Credit Agreement from time to time plus an additional 200 basis points. The Company shall pay interest semi-annually on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "*Interest Payment Date*"). Concurrently with the making of each interest payment, the Company shall mail or cause to be mailed, by first class mail, to the Trustee and the Holders, a notice setting forth detailed calculations of the interest rate or interest rates applicable to the interest period to which such Interest Payment Date relates. Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; *provided, however*, that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal from time to time at a rate that is 2% per annum in excess of the interest rate then in effect under the Indenture and this Note; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods), from time to time at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **Method of Payment.** The Company shall pay interest on the Notes (except defaulted interest) to the Persons in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the June 1 or December 1 next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal and interest at the office or agency of the Company maintained for such purpose, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the Security Register; *provided, however*, that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Paying Agent and Registrar. Initially, The Bank of New York, the Trustee under the

5. *Optional Redemption.*

(a) At any time and from time to time, if permitted by the Senior Credit Agreement, the Company may redeem all or any portion of the Notes, at once or over time, at a redemption price (expressed as a percentage of principal amount) equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date).

(b) Any prepayment pursuant to this paragraph shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. *Mandatory Redemption.* In the event that at least 75% of the principal amount of the New Senior Secured Term Loan Indebtedness outstanding on the date of the Indenture (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem a percentage of the outstanding Notes that is equal to the percentage (measured on a cumulative basis) of the New Senior Secured Term Loan Indebtedness that is or has been Refinanced at 100% of their principal amount plus interest to the redemption date. If 100% of the New Senior Secured Term Loan Indebtedness (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem all of the outstanding Notes at 100% of their principal amount plus interest to the redemption date. Any prepayment pursuant to this paragraph 6 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture. The Company shall not otherwise be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. *Notice of Redemption.* Notice of redemption shall be mailed at least 45 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than \$1,000 may be redeemed in part but only in whole multiples of \$1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

8. *Denominations, Transfer, Exchange.* The Notes are in registered form without coupons. This Note shall represent the aggregate principal amount of outstanding Notes from time to time endorsed hereon and the aggregate principal amount of Notes represented hereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

9. *Persons Deemed Owners.* The registered Holder of a Note may be treated as its owner for all purposes.

10. *Amendment, Supplement and Waiver.* Subject to certain exceptions, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees or the GUC

Without the consent of any Holder, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees or the GUC Security Documents to cure any ambiguity, defect or inconsistency, to provide for the assumption by a successor corporation, partnership or limited liability company of the obligations of the Company under the Indenture, to provide for uncertificated Notes in addition to or in place of certificated Notes; *provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; to add additional Guarantees or additional obligors with respect to the Notes or to release Guarantors from Guarantees as permitted by the terms of the Indenture, to secure the Notes, to add to the covenants of the Company for the benefit of the Holders of the Notes or to surrender any right or power conferred upon the Company, to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under the Indenture of any such Holder or to make any change to comply with any requirement of the Commission in order to effect or maintain the qualification of the Indenture under the TIA.

11. *Defaults and Remedies.* Each of the following is an Event of Default under the Indenture: (a) default for 30 days in the payment when due of interest on the Notes; (b) default in the payment when due of the principal of any of the Notes when the same becomes due and payable at its Stated Maturity, upon acceleration, redemption, optional redemption, required repurchase or otherwise (whether or not prohibited by Article XII of the Indenture); (c) failure by the Company or any Restricted Subsidiary to comply with Section 4.09(b) of the Indenture, and such failure continues for 5 days; (d) failure by the Company or any Restricted Subsidiary to comply with Sections 3.08 or 4.16 of the Indenture; (e) failure by the Company or any Restricted Subsidiary to comply with any covenant or agreement in this Notes or in the Indenture (other than a failure that is the subject of the foregoing clauses (a), (b), (c) or (d)), and such failure continues for 30 days after written notice is given to the Company as provided in the Indenture; (f) a default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Restricted Subsidiary (or the payment of which is guaranteed by the Company or any Restricted Subsidiary) whether such Indebtedness or Guarantee now exists, or is created after the date of this Indenture, if that default (i) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness (a "Payment Default"); or (ii) results in the acceleration of such Indebtedness prior to its express maturity, and in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$5.0 million or more *provided, however*, that if such default does not constitute an event of default under the Senior Credit Agreement, or if such default constitutes an event of default under the Senior Credit Agreement but such event of default shall have been waived or consented to by the lenders thereunder, such default shall not constitute an Event of Default under the Indenture; (g) failure by the Company or any Restricted Subsidiary to pay final judgments aggregating in excess of \$5.0 million, which judgments are not paid, discharged or stayed for a period of 60 days after such judgment or judgments have become final and nonappealable; *provided, however*, that if such failure does not constitute an event of default under the Senior Credit Agreement, or if such failure constitutes an event of default under the Senior Credit Agreement but such event of default shall have been waived or consented to by the lenders thereunder, such failure shall not constitute an Event of Default under the Indenture; (h) except as

(except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default (i) in the payment of the principal of or interest on, the Notes and (ii) in respect of a covenant or provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Note affected by such modification or amendment. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

12. *Subordination.* Payment of principal and interest on the Notes is subordinated to the prior payment of Senior Debt on the terms provided in the Indenture and the Subordination Agreement.

13. *Trustee Dealings with Company.* Subject to certain limitations, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee.

14. *No Recourse Against Others.* No past, present or future director, officer, employee, incorporator or stockholder of the Company or of any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Indenture, the Notes, the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability.

15. *Authentication.* This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. *Abbreviations.* Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. *CUSIP Numbers.* Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

18. *Governing Law.* The internal law of the State of New York shall govern and be used to construe this Note without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Formica Holding Corp.
Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202
Attention: Edward R. Case, Chief Financial Officer

Assignment Form

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(Insert assignee's social security or other tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____, as agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____, 20____

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

NOTATION OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture), jointly and severally, unconditionally guarantees, to the extent set forth in the Indenture and subject to the provisions in the Indenture, dated as of June 10, 2004 (the "*Indenture*"), among Formica Holding Corp., as issuer (the "*Company*"), the Guarantors listed on the signature pages thereto and The Bank of New York, as trustee (the "*Trustee*"), (a) the due and punctual payment of the principal of and interest on the Notes, whether at maturity, by acceleration, redemption or otherwise, the due and punctual payment of interest on overdue principal and, to the extent permitted by law, interest, and the due and punctual performance of all other obligations of the Company to the Holders or to the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Guarantee and the Indenture are expressly set forth in Article X of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee. This Guarantee is subject to release as and to the extent set forth in Sections 8.02, 8.03 and 10.05 of the Indenture. This Guarantee is subordinated in right of payment to the extent set forth in the Indenture and the Subordination Agreement. Each Holder of a Note, by accepting the same agrees to and shall be bound by such provisions. Capitalized terms used herein and not defined are used herein as so defined in the Indenture.

GUARANTORS:

FORMICA BERMUDA HOLDINGS, LTD.
LAMINATES ACQUISITION CO.
FM HOLDINGS INC.
FORMICA INTERNATIONAL LLC
STEL INDUSTRIES, INC.
THE DILLER CORPORATION
WILDON LLC
FORMICA CORPORATION (f/k/a REORGANIZED
WILDON INDUSTRIES, INC.)

By: _____



Name: Edward R. Case
Title: Chief Financial Officer



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

SEP - 1 2005

OFFICE OF THE
CHIEF FINANCIAL OFFICER

Ms. Veronica Lowther, Manager
Debt Accounting Branch
Office of Public Debt Accounting
Bureau of the Public Debt
Hintgen Building, Rm 114
200 3rd Street
Parkersburg, WV 26106-1326

Dear Ms. Lowther:

You are requested to sell the enclosed Senior Subordinated Secured Floating Notes due 2011 of Formica Holding Corporation, Certificate No.R-167, CUSIP 34637F AB 2 for \$ 37,634.78 and Certificate No.R-168, CUSIP 34637F AB for \$ 6,834.14.

These securities are registered in the name of the Department of Justice, Environmental and Natural Resources Division, Environmental Enforcement Section and are in settlement of a debt with this Agency. Proceeds of the sale should be sent to:

U.S. Environmental Protection Agency
Washington Finance Center
Agency Location Code 68-01-0099
Ariel Rios Building, MC 2734R
1200 Pennsylvania Avenue, NW
Attn: Raffael Stein
Washington, D.C. 20460

Please contact Kennard Jones on (202) 564-4802 should there be any questions regarding this request.

ALLOCATION: Pristine, Inc. 0556

(Face of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

CUSIP 34637F AB 2
\$37,634.78

No. R-167

FORMICA HOLDING CORP.

promises to pay to UNITED STATES ENVIRONMENTAL PROTECTION AGENCY or registered assigns, the principal sum of Thirty Seven Thousand Six Hundred Thirty-Four Dollars and Seventy-Eight Cents (\$37,634.78) on June 10, 2011.

Interest Payment Dates: June 15 and December 15, commencing on December 15, 2004.

Record Dates: June 1 and December 1.

Dated: August 5, 2005

THE OBLIGATIONS EVIDENCED BY THIS NOTE ARE QUALIFIED BY, LIMITED, AND EXPRESSLY SUBORDINATED UNDER THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF JUNE 10, 2004, AMONG WELLS FARGO FOOTHILL, INC., IN ITS CAPACITY AS INITIAL SENIOR AGENT ON BEHALF OF ITSELF AND THE SENIOR FACILITY LENDERS, THE BANK OF NEW YORK, IN ITS CAPACITY AS INITIAL GUC TRUSTEE ON BEHALF OF ITSELF AND THE GUC NOTEHOLDERS, AND FHC AND FLH, IN THEIR CAPACITY AS INVESTOR NOTEHOLDERS, WHICH PROVIDES, AMONG OTHER TERMS, THAT EXCEPT WITH RESPECT TO "PERMITTED CASH PAYMENTS" NO CASH PAYMENTS MAY BE MADE UNDER THIS NOTE UNTIL THE PRIOR PAYMENT IN FULL OF ALL "SENIOR DEBT," AS SUCH TERMS ARE DEFINED THEREUNDER. REFERENCE IS MADE TO THE SUBORDINATION AGREEMENT FOR THE FULL QUALIFICATIONS, LIMITATIONS AND SUBORDINATION PROVISIONS THEREUNDER.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

FORMICA HOLDING CORP.

By: Edward R. Case
Name: Edward R. Case
Title: Chief Financial Officer

This is one of the
Notes referred to in the
within-mentioned Indenture:

THE BANK OF NEW YORK,
as Trustee

By: Robert A. McNeill
Authorized Signatory

Dated: August 15, 2005

(Back of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. **Interest.** Formica Holding Corp., a Delaware corporation (the "*Company*"), promises to pay interest from the date of issuance of this note until maturity on the principal amount of this Note at the rate per annum equal to the interest rate on the Senior Credit Agreement from time to time prevailing plus 100 basis points; *provided* that if the aggregate amount of Additional Domestic Debt and Additional Foreign Debt at any time exceeds \$50.0 million, the interest rate at all times thereafter shall equal the interest rate on the Senior Credit Agreement from time to time plus an additional 200 basis points. The Company shall pay interest semi-annually on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "*Interest Payment Date*"). Concurrently with the making of each interest payment, the Company shall mail or cause to be mailed, by first class mail, to the Trustee and the Holders, a notice setting forth detailed calculations of the interest rate or interest rates applicable to the interest period to which such Interest Payment Date relates. Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; *provided, however*, that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal from time to time at a rate that is 2% per annum in excess of the interest rate then in effect under the Indenture and this Note; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods), from time to time at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **Method of Payment.** The Company shall pay interest on the Notes (except defaulted interest) to the Persons in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the June 1 or December 1 next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal and interest at the office or agency of the Company maintained for such purpose, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the Security Register; *provided, however*, that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. **Paying Agent and Registrar.** Initially, The Bank of New York, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar by written agreement with the Trustee. Any agent or agents of the Company or its Subsidiaries may act in any such

5. *Optional Redemption.*

(a) At any time and from time to time, if permitted by the Senior Credit Agreement, the Company may redeem all or any portion of the Notes, at once or over time, at a redemption price (expressed as a percentage of principal amount) equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date).

(b) Any prepayment pursuant to this paragraph shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. *Mandatory Redemption.* In the event that at least 75% of the principal amount of the New Senior Secured Term Loan Indebtedness outstanding on the date of the Indenture (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem a percentage of the outstanding Notes that is equal to the percentage (measured on a cumulative basis) of the New Senior Secured Term Loan Indebtedness that is or has been Refinanced at 100% of their principal amount plus interest to the redemption date. If 100% of the New Senior Secured Term Loan Indebtedness (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem all of the outstanding Notes at 100% of their principal amount plus interest to the redemption date. Any prepayment pursuant to this paragraph 6 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture. The Company shall not otherwise be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. *Notice of Redemption.* Notice of redemption shall be mailed at least 45 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than \$1,000 may be redeemed in part but only in whole multiples of \$1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

8. *Denominations, Transfer, Exchange.* The Notes are in registered form without coupons. This Note shall represent the aggregate principal amount of outstanding Notes from time to time endorsed hereon and the aggregate principal amount of Notes represented hereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

9. *Persons Deemed Owners.* The registered Holder of a Note may be treated as its owner for all purposes.

10. *Amendment, Supplement and Waiver.* Subject to certain exceptions, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees or the GUC

Without the consent of any Holder, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees or the GUC Security Documents to cure any ambiguity, defect or inconsistency, to provide for the assumption by a successor corporation, partnership or limited liability company of the obligations of the Company under the Indenture, to provide for uncertificated Notes in addition to or in place of certificated Notes; *provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; to add additional Guarantees or additional obligors with respect to the Notes or to release Guarantors from Guarantees as permitted by the terms of the Indenture, to secure the Notes, to add to the covenants of the Company for the benefit of the Holders of the Notes or to surrender any right or power conferred upon the Company, to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under the Indenture of any such Holder or to make any change to comply with any requirement of the Commission in order to effect or maintain the qualification of the Indenture under the TIA.

11. *Defaults and Remedies.* Each of the following is an Event of Default under the Indenture: (a) default for 30 days in the payment when due of interest on the Notes; (b) default in the payment when due of the principal of any of the Notes when the same becomes due and payable at its Stated Maturity, upon acceleration, redemption, optional redemption, required repurchase or otherwise (whether or not prohibited by Article XII of the Indenture); (c) failure by the Company or any Restricted Subsidiary to comply with Section 4.09(b) of the Indenture, and such failure continues for 5 days; (d) failure by the Company or any Restricted Subsidiary to comply with Sections 3.08 or 4.16 of the Indenture; (e) failure by the Company or any Restricted Subsidiary to comply with any covenant or agreement in this Notes or in the Indenture (other than a failure that is the subject of the foregoing clauses (a), (b), (c) or (d)), and such failure continues for 30 days after written notice is given to the Company as provided in the Indenture; (f) a default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Restricted Subsidiary (or the payment of which is guaranteed by the Company or any Restricted Subsidiary) whether such Indebtedness or Guarantee now exists, or is created after the date of this Indenture, if that default (i) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness (a "Payment Default"); or (ii) results in the acceleration of such Indebtedness prior to its express maturity, and in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$5.0 million or more *provided, however*, that if such default does not constitute an event of default under the Senior Credit Agreement, or if such default constitutes an event of default under the Senior Credit Agreement but such event of default shall have been waived or consented to by the lenders thereunder, such default shall not constitute an Event of Default under the Indenture; (g) failure by the Company or any Restricted Subsidiary to pay final judgments aggregating in excess of \$5.0 million, which judgments are not paid, discharged or stayed for a period of 60 days after such judgment or judgments have become final and nonappealable; *provided, however*, that if such failure does not constitute an event of default under the Senior Credit Agreement, or if such failure constitutes an event of default under the Senior Credit Agreement but such event of default shall have been waived or consented to by the lenders thereunder, such failure shall not constitute an Event of Default under the Indenture; (h) except as

(except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default (i) in the payment of the principal of or interest on, the Notes and (ii) in respect of a covenant or provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Note affected by such modification or amendment. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

12. **Subordination.** Payment of principal and interest on the Notes is subordinated to the prior payment of Senior Debt on the terms provided in the Indenture and the Subordination Agreement.

13. **Trustee Dealings with Company.** Subject to certain limitations, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee.

14. **No Recourse Against Others.** No past, present or future director, officer, employee, incorporator or stockholder of the Company or of any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Indenture, the Notes, the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability.

15. **Authentication.** This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. **Abbreviations.** Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. **CUSIP Numbers.** Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

18. **Governing Law.** The internal law of the State of New York shall govern and be used to construe this Note without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Formica Holding Corp.
Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202
Attention: Edward R. Case, Chief Financial Officer

Assignment Form

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(Insert assignee's social security or other tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____, as agent to transfer this Note on the books of the
Company. The agent may substitute another to act for him.

Date: _____, 20__

Your Signature: _____

(Sign exactly as your name appears on the
face of this Note)

NOTATION OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture), jointly and severally, unconditionally guarantees, to the extent set forth in the Indenture and subject to the provisions in the Indenture, dated as of June 10, 2004 (the "Indenture"), among Formica Holding Corp., as issuer (the "Company"), the Guarantors listed on the signature pages thereto and The Bank of New York, as trustee (the "Trustee"), (a) the due and punctual payment of the principal of and interest on the Notes, whether at maturity, by acceleration, redemption or otherwise, the due and punctual payment of interest on overdue principal and, to the extent permitted by law, interest, and the due and punctual performance of all other obligations of the Company to the Holders or to the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Guarantee and the Indenture are expressly set forth in Article X of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee. This Guarantee is subject to release as and to the extent set forth in Sections 8.02, 8.03 and 10.05 of the Indenture. This Guarantee is subordinated in right of payment to the extent set forth in the Indenture and the Subordination Agreement. Each Holder of a Note, by accepting the same agrees to and shall be bound by such provisions. Capitalized terms used herein and not defined are used herein as so defined in the Indenture.

GUARANTORS:

FORMICA BERMUDA HOLDINGS, LTD.
LAMINATES ACQUISITION CO.
FM HOLDINGS INC.
FORMICA INTERNATIONAL LLC
STEL INDUSTRIES, INC.
THE DILLER CORPORATION
WILDON LLC
FORMICA CORPORATION (f/k/a REORGANIZED
WILDON INDUSTRIES, INC.)

By: Edward R. Case

Name: Edward R. Case
Title: Chief Financial Officer

ACCOUNTING AND REPORTING SECTION

RECEIVED BY YOUR ALC
ALL TRANSACTIONS SORTED BY ALC
INCLUDES THIRD PARTY SUBMITTER DATA
Start Date 09/01/05 End Date 09/15/05

Originating ALC Customer ALC Submitter ALC PAYMENT

68010030 68011005

Document Reference Number Summary Amount

09400684 \$5,306,548.90

Accomplished Date Accounting Date Number of Detail(s) Originator DO Symbol

9/15/2005 9/30/2005 1 X0094

ALC Contact Contact Phone

Sheldonna M Neal 202-564-4911

Contact Email

neal.sheldonna@epa.gov

Detail Number Receiver Treasury Account Symbol Receiver DUNS+4 Sender Treasury Account Symbol Sender DUNS+4

1 681099

Purchase Order Number Invoice Number

ci CI - 052005222 B

Obligating Document Number Requisition Number Contract Number

iotv

CLIN Jas Number

ACT(trace number) Job (Project) Number Pay Flag Receiver Dept Code

 F 68

Unit of Issue Quantity Unit Price Detail Amount

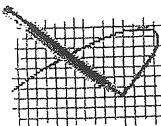
ea 1 \$5,306,548.90 \$5,306,548.90

ACRN Accounting Classification Code FSN/AAA/ADSN DOD Activity Address Code

Transaction Contact

Sheldonna

8 13) 291.10
9 2) 413.54
0 05335TC022
Contact Phone
202/564-4911



Ray
Marasigan/R5/USEPA/US
09/13/2005 01:34 PM

To Sheldonna Proctor/DC/USEPA/US@EPA
cc Irene Walanka/R5/USEPA/US@EPA
bcc
Subject Re: Fw: ipacs

Hi Sheldonna,

The following are Region 5 accounts receivable. Please send these collections to us, ALC 68-01-1005.
Thanks.

Debtor	Page No.	Total	DOJ Charges	Net
A K Steel Corporation	DJ05-115	\$ 187,500.00	(\$ 5,625.00)	\$ 181,875.00
Thompson, John E.	DJ05-114	250,000.00		250,000.00
Kerr McGee Chemical	DJ05-116	4,775,000.00		4,775,000.00
Formica Corporation	DJ05-116	81,432.45		81,432.45
Formica Corporation	DJ05-119	15,704.64		15,704.64
LTV Steel Company	DJ05-119	7,610.44		7,610.44
		2,536.81		2,536.81
		\$ 5,317,247.53	(\$ 5,625.00)	\$ 5,311,622.53
TOTAL		5,317,247.53		5,311,622.53
		5,312,173.90		

\$ 5,306,548.90

Ray Marasigan (MF-10J)
U.S. EPA - Region 5, Chicago
Tel. No. 312-353-1518

=====

Sheldonna Proctor/DC/USEPA/US



Sheldonna
Proctor/DC/USEPA/US
09/13/2005 09:17 AM

To
Subject Fw: ipacs

Please review and alert me of your IPACs by DJ#, etc. Thanks.

Sheldonna M. Proctor
Staff

REVISED
9/15/2005
as per attached
message from
Sheldonna Proctor,
HQ.

U.S. DEPARTMENT OF JUSTICE
FMS DEBT MANAGEMENT MODULE
DETAIL LISTING TO SUPPORT TRANSFER OF FUNDS
FROM THE U.S. DEPARTMENT OF JUSTICE VIA IPAC

DATE: 09/08/05 TIME: 15.13.50

ION AGENCY
ND

REPMONTH: 0509
IPAC REF. NO: 14415904
SUBJECT NO: DAC614059908114004

D505-115

FEES RETAINED FOR CIVIL PAYMENTS

FILE NO/ ATOR ID	INT COMP DATE CAUSE OF ACTION	DATE DOY DESCRIPTION	DEPOSIT NUMBER	DOLLAR AMOUNT	COLLECTION OFFICE
5-1004 224	2005/09/01 ENRP	ORN 05 ENVIRONMENTAL - WASTE R POLLUTION CONTROL	900 \$	167,500.00	U.S. ATTORNEY OHIO - NORTHERN (216) 622-3699
5-1004 224	2005/09/01 ENRP	ORN 05 ENVIRONMENTAL - WASTE R POLLUTION CONTROL	900 \$	-5,625.00	U.S. ATTORNEY OHIO - NORTHERN (216) 622-3699
			\$ \$	167,500.00	
			\$	-5,625.00	
			\$	161,875.00	

DATE: 09/09/05 TIME: 12.24.24

U.S. DEPARTMENT OF JUSTICE
FMS DEBT MANAGEMENT MODULE
DETAIL LISTING TO SUPPORT TRANSFER OF FUNDS
FROM THE U.S. DEPARTMENT OF JUSTICE VIA IPAC

ON AGENCY
D

REPORT: 0509
IPAC REF. NO: 14415016
SUBJECT NO: DMOG14050909113022

DE RETAINED FOR CIVIL PAYMENTS

FILE NO/ TOR ID	INT COMP DATE CAUSE OF ACTION	DOJ DEPOSIT NUMBER DESCRIPTION	DOLLAR AMOUNT	COLLECTION OFFICE
10969 1080002	2005/09/08 ENSE	CIF 05 237 ENVIRONMENTAL - CERC LA AND SARA SUPERFUND	75,000.00	U.S. ATTORNEY ILLINOIS - NORTHERN (312) 353-3736
210969 01080003	2005/09/08 ENSE	CIF 05 237 ENVIRONMENTAL - CERC LA AND SARA SUPERFUND	4,500,000.00	U.S. ATTORNEY ILLINOIS - NORTHERN (312) 353-3736
210969 01080002	2005/09/08 ENSE	CIF 05 237 ENVIRONMENTAL - CERC LA AND SARA SUPERFUND	200,000.00	U.S. ATTORNEY ILLINOIS - NORTHERN (312) 353-3736
210969 01080003	2005/09/08 ENSE	CIF 05 237 ENVIRONMENTAL - CERC LA AND SARA SUPERFUND	56,756.56	U.S. ATTORNEY NEW YORK - SOUTHERN (212) 637-2800
210969 01080002	2005/09/08 ENSE	CIF 05 182 ENVIRONMENTAL - CERC LA AND SARA SUPERFUND	10,306.48	U.S. ATTORNEY NEW YORK - SOUTHERN (212) 637-2800
210969 01080003	2005/09/08 ENSE	CIF 05 182 ENVIRONMENTAL - CERC LA AND SARA SUPERFUND	12,161.05	U.S. ATTORNEY NEW YORK - SOUTHERN (212) 637-2800
210969 01080002	2005/09/08 ENSE	CIF 05 182 ENVIRONMENTAL - CERC LA AND SARA SUPERFUND	2,208.34	U.S. ATTORNEY NEW YORK - SOUTHERN (212) 637-2800
210969 01080003	2005/09/08 ENSE	CIF 05 182 ENVIRONMENTAL - CERC LA AND SARA SUPERFUND	4,856,432.45	U.S. ATTORNEY NEW YORK - SOUTHERN (212) 637-2800
210969 01080002	2005/09/08 ENSE	CIF 05 182 ENVIRONMENTAL - CERC LA AND SARA SUPERFUND	4,856,432.45	U.S. ATTORNEY NEW YORK - SOUTHERN (212) 637-2800

D505-116

U.S. DEPARTMENT OF JUSTICE
FBI'S DEBT MANAGEMENT MODULE
DETAILS LISTING TO SUPPORT TRANSFER OF FUNDS
FROM THE U.S. DEPARTMENT OF JUSTICE VIA IPAC

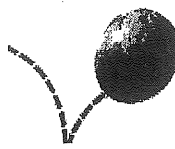
DETECTION AGENCY
NG AND
330

DATE: 09/06/05 TIME: 16.47.42


DJ05-119

RPTMONTH: 0509
IPAC REF NO: 14414947
SUBCERT NO: 0A0G1405090614252

AGENCY FILE NO/ DEBTOR ID	INT COMP DATE DOJ DEPOSIT NUMBER CAUSE OF ACTION - DESCRIPTION	DOLLAR AMOUNT	COLLECTION OFFICE
30210969 3301080001	2005/08/16 BKBE NYS BANKRUPTCY - CHAPTER 11	129.01 \$ \$ \$	U.S. ATTORNEY NEW YORK - SOUTHERN (212) 637-2800

 Sheldonna
Proctor/DC/USEPA/US
09/14/2005 06:26 AM

To Ray Marasigan/R5/USEPA/US@EPA
cc Irene Walanka/R5/USEPA/US@EPA, John
Ciorciari/R2/USEPA/US@EPA, Barbara
Borden/R3/USEPA/US@EPA
bcc

Subject Re: Fw: ipacs 

Hi Ray,

FYI.... the LTV steel company is a split between R2, R3 and R5. You will receive \$2,536.81. Please see Peggy Fenlon-Gore's note below.

I should have one out by Monday or Tuesday of next week...I wait until the 30 day cd report is out and then I send it to hq's.

-----Original Message-----

From: Shanahan.George@epamail.epa.gov [<mailto:Shanahan.George@epamail.epa.gov>]
Sent: Wednesday, September 07, 2005 1:28 PM
To: Fenlon-Gore, Peggy (ENRD)
Cc: Barone.Frank@epamail.epa.gov; Ciorciari.John@epamail.epa.gov; Baer, Steven (ENRD)
Subject: RE: Ltv steel -- london market payment information

I don't need any further information. If our Finance Office needs a copy of any other reports they can request it directly from you.

"Fenlon-Gore,
Peggy (ENRD)"
<PFenlon@enrd.us
doj.gov>

To
George Shanahan/R2/USEPA/US@EPA
cc

09/07/2005 01:05 PM Frank Barone/R2/USEPA/US@EPA,
John Ciorciari/R2/USEPA/US@EPA,
"Baer, Steven (ENRD)"
<SBaer@enrd.usdoj.gov>

> the amount of \$166,146.01 from Andrew Weir, one of LTV's insolvent
> London Market Companies. The second was a payment of \$27,134.88 from
> certain solvent London Market Companies pursuant to LTV's London
> Market settlement agreement.

>
> According to Paragraph 10 of the United Related Stipulation, these
> payments are to be allocated as follows: \$101,472.47 to the
> Governments (52.5% x \$193,280.89), \$33,824.16 to Mittal (17.5% x
> \$193,280.89), and \$57,984.26 to Covington (30% x \$193,280.89). A copy

> of the United Related Stipulation is attached.

>
> The Governments' share would be further allocated using the
> inter-governmental allocation agreement for the London Market
> settlement as follows:

>
> Federal and Indiana Natural Resource Trustees (55%): \$55,809.86
> The State of Ohio (35%):
> \$35,515.36
> The United States (7.5%):
> \$7,610.44
> The City of Chicago (2.5%):
> \$2,536.81
>

-----Original Message-----

From: Shanahan.George@epamail.epa.gov [
<mailto:Shanahan.George@epamail.epa.gov>]

Sent: Wednesday, September 07, 2005 10:56 AM

To: Fenlon-Gore, Peggy

Cc: sbaer@enrd.usdoj.gov; Barone.Frank@epamail.epa.gov;

Ciorciari.John@epamail.epa.gov

Subject: Re: Ltv steel -- london market payment information

Hi Peggy, the Region II Finance Office received a document from DOJ
dated September 1st which indicates that we are to get \$2,536.81 from a



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

AUG - 8 2005

OFFICE OF
CHIEF FINANCIAL OFFICER

Ms. Veronica Lowther, Manager
Debt Accounting Branch
Office of Public Debt Accounting
Bureau of the Public Debt
Hintgen Building, Rm 114
200 3rd Street
Parkersburg, WV 26106-1326

Skinner, 0573

Dear Ms. Lowther:

You are requested to sell the enclosed Senior Subordinated Secured Floating Notes due 2011 of Formica Holding Corporation, Certificate No.R-87, CUSIP 34637F AB 2 for \$ 50,781.98 and Certificate No.R-86, CUSIP 34637F AB for \$ 279,650.34.

These securities are registered in the name of the Department of Justice, Environmental and Natural Resources Division, Environmental Enforcement Section and are in settlement of a debt with this Agency. Proceeds of the sale should be sent to:

U.S. Environmental Protection Agency
Washington Finance Center
Agency Location Code 68-01-0099
Ariel Rios Building, MC 2734R
1200 Pennsylvania Avenue, NW
Attn: Raffael Stein
Washington, D.C. 20460

Please contact Kennard Jones on (202) 564-4802 should there be any questions regarding this request.

Sincerely,

Allocation: Skinner Ldfl 0573

(Face of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

CUSIP 34637F AB 2
\$50,781.98

No. R-87

FORMICA HOLDING CORP.

promises to pay to THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY or registered assigns, the principal sum of Fifty Thousand Seven Hundred Eighty-One Dollars and Ninety-Eight Cents (\$50,781.98) on June 10, 2011.

Interest Payment Dates: June 15 and December 15, commencing on December 15, 2004.

Record Dates: June 1 and December 1.

Dated: July 12, 2005

THE OBLIGATIONS EVIDENCED BY THIS NOTE ARE QUALIFIED BY, LIMITED, AND EXPRESSLY SUBORDINATED UNDER THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF JUNE 10, 2004, AMONG WELLS FARGO FOOTHILL, INC., IN ITS CAPACITY AS INITIAL SENIOR AGENT ON BEHALF OF ITSELF AND THE SENIOR FACILITY LENDERS, THE BANK OF NEW YORK, IN ITS CAPACITY AS INITIAL GUC TRUSTEE ON BEHALF OF ITSELF AND THE GUC NOTEHOLDERS, AND FHC AND FLH, IN THEIR CAPACITY AS INVESTOR NOTEHOLDERS, WHICH PROVIDES, AMONG OTHER TERMS, THAT EXCEPT WITH RESPECT TO "PERMITTED CASH PAYMENTS" NO CASH PAYMENTS MAY BE MADE UNDER THIS NOTE UNTIL THE PRIOR PAYMENT IN FULL OF ALL "SENIOR DEBT," AS SUCH TERMS ARE DEFINED THEREUNDER. REFERENCE IS MADE TO THE SUBORDINATION AGREEMENT FOR THE FULL QUALIFICATIONS, LIMITATIONS AND SUBORDINATION PROVISIONS THEREUNDER.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

FORMICA HOLDING CORP.

By: Edward R. Case
Name: Edward R. Case
Title: Chief Financial Officer

This is one of the
Notes referred to in the
within-mentioned Indenture:

THE BANK OF NEW YORK,
as Trustee

By: Robert A. Mammillo
Authorized Signatory

Dated: July 1, 2005

(Back of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. *Interest.* Formica Holding Corp., a Delaware corporation (the "*Company*"), promises to pay interest from the date of issuance of this note until maturity on the principal amount of this Note at the rate per annum equal to the interest rate on the Senior Credit Agreement from time to time prevailing plus 100 basis points; *provided* that if the aggregate amount of Additional Domestic Debt and Additional Foreign Debt at any time exceeds \$50.0 million, the interest rate at all times thereafter shall equal the interest rate on the Senior Credit Agreement from time to time plus an additional 200 basis points. The Company shall pay interest semi-annually on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "*Interest Payment Date*"). Concurrently with the making of each interest payment, the Company shall mail or cause to be mailed, by first class mail, to the Trustee and the Holders, a notice setting forth detailed calculations of the interest rate or interest rates applicable to the interest period to which such Interest Payment Date relates. Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; *provided, however*, that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal from time to time at a rate that is 2% per annum in excess of the interest rate then in effect under the Indenture and this Note; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods), from time to time at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. *Method of Payment.* The Company shall pay interest on the Notes (except defaulted interest) to the Persons in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the June 1 or December 1 next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal and interest at the office or agency of the Company maintained for such purpose, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the Security Register; *provided, however*, that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. *Paying Agent and Registrar.* Initially, The Bank of New York, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or

5. *Optional Redemption.*

(a) At any time and from time to time, if permitted by the Senior Credit Agreement, the Company may redeem all or any portion of the Notes, at once or over time, at a redemption price (expressed as a percentage of principal amount) equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date).

(b) Any prepayment pursuant to this paragraph shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. *Mandatory Redemption.* In the event that at least 75% of the principal amount of the New Senior Secured Term Loan Indebtedness outstanding on the date of the Indenture (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem a percentage of the outstanding Notes that is equal to the percentage (measured on a cumulative basis) of the New Senior Secured Term Loan Indebtedness that is or has been Refinanced at 100% of their principal amount plus interest to the redemption date. If 100% of the New Senior Secured Term Loan Indebtedness (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem all of the outstanding Notes at 100% of their principal amount plus interest to the redemption date. Any prepayment pursuant to this paragraph 6 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture. The Company shall not otherwise be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. *Notice of Redemption.* Notice of redemption shall be mailed at least 45 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than \$1,000 may be redeemed in part but only in whole multiples of \$1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

8. *Denominations, Transfer, Exchange.* The Notes are in registered form without coupons. This Note shall represent the aggregate principal amount of outstanding Notes from time to time endorsed hereon and the aggregate principal amount of Notes represented hereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

9. *Persons Deemed Owners.* The registered Holder of a Note may be treated as its owner for all purposes.

amount of the Notes then outstanding voting as a single class (including consents obtained in connection with a purchase of or tender offer or exchange offer for the Notes).

Without the consent of any Holder, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees or the GUC Security Documents to cure any ambiguity, defect or inconsistency, to provide for the assumption by a successor corporation, partnership or limited liability company of the obligations of the Company under the Indenture, to provide for uncertificated Notes in addition to or in place of certificated Notes; *provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; to add additional Guarantees or additional obligors with respect to the Notes or to release Guarantors from Guarantees as permitted by the terms of the Indenture, to secure the Notes, to add to the covenants of the Company for the benefit of the Holders of the Notes or to surrender any right or power conferred upon the Company, to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under the Indenture of any such Holder or to make any change to comply with any requirement of the Commission in order to effect or maintain the qualification of the Indenture under the TIA.

11. *Defaults and Remedies.* Each of the following is an Event of Default under the Indenture: (a) default for 30 days in the payment when due of interest on the Notes; (b) default in the payment when due of the principal of any of the Notes when the same becomes due and payable at its Stated Maturity, upon acceleration, redemption, optional redemption, required repurchase or otherwise (whether or not prohibited by Article XII of the Indenture); (c) failure by the Company or any Restricted Subsidiary to comply with Section 4.09(b) of the Indenture, and such failure continues for 5 days; (d) failure by the Company or any Restricted Subsidiary to comply with Sections 3.08 or 4.16 of the Indenture; (e) failure by the Company or any Restricted Subsidiary to comply with any covenant or agreement in this Notes or in the Indenture (other than a failure that is the subject of the foregoing clauses (a), (b), (c) or (d)), and such failure continues for 30 days after written notice is given to the Company as provided in the Indenture; (f) a default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Restricted Subsidiary (or the payment of which is guaranteed by the Company or any Restricted Subsidiary) whether such Indebtedness or Guarantee now exists, or is created after the date of this Indenture, if that default (i) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness (a "Payment Default"); or (ii) results in the acceleration of such Indebtedness prior to its express maturity, and in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$5.0 million or more *provided, however*, that if such default does not constitute an event of default under the Senior Credit Agreement, or if such default constitutes an event of default under the Senior Credit Agreement but such event of default shall have been waived or consented to by the lenders thereunder, such default shall not constitute an Event of Default under the Indenture; (g) failure by the Company or any Restricted Subsidiary to pay final judgments aggregating in excess of \$5.0 million, which judgments are not paid, discharged or stayed for a period of 60 days after such judgment or judgments have become final and nonappealable; *provided, however*, that if such failure does not constitute

If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency described in the Indenture, all outstanding Notes shall become due and payable without further action or notice. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may withhold from Holders notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default (i) in the payment of the principal of or interest on, the Notes and (ii) in respect of a covenant or provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Note affected by such modification or amendment. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

12. *Subordination.* Payment of principal and interest on the Notes is subordinated to the prior payment of Senior Debt on the terms provided in the Indenture and the Subordination Agreement.

13. *Trustee Dealings with Company.* Subject to certain limitations, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee.

14. *No Recourse Against Others.* No past, present or future director, officer, employee, incorporator or stockholder of the Company or of any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Indenture, the Notes, the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability.

15. *Authentication.* This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. *Abbreviations.* Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. *CUSIP Numbers.* Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Formica Holding Corp.
Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202
Attention: Edward R. Case, Chief Financial Officer

Assignment Form

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(Insert assignee's social security or other tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____, as agent to transfer this Note on the books of the
Company. The agent may substitute another to act for him.

Date: _____, 2005

Your Signature: _____

(Sign exactly as your name appears on the
face of this Note)

NOTATION OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture), jointly and severally, unconditionally guarantees, to the extent set forth in the Indenture and subject to the provisions in the Indenture, dated as of June 10, 2004 (the "*Indenture*"), among Formica Holding Corp., as issuer (the "*Company*"), the Guarantors listed on the signature pages thereto and The Bank of New York, as trustee (the "*Trustee*"), (a) the due and punctual payment of the principal of and interest on the Notes, whether at maturity, by acceleration, redemption or otherwise, the due and punctual payment of interest on overdue principal and, to the extent permitted by law, interest, and the due and punctual performance of all other obligations of the Company to the Holders or to the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Guarantee and the Indenture are expressly set forth in Article X of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee. This Guarantee is subject to release as and to the extent set forth in Sections 8.02, 8.03 and 10.05 of the Indenture. This Guarantee is subordinated in right of payment to the extent set forth in the Indenture and the Subordination Agreement. Each Holder of a Note, by accepting the same agrees to and shall be bound by such provisions. Capitalized terms used herein and not defined are used herein as so defined in the Indenture.

GUARANTORS:

FORMICA BERMUDA HOLDINGS, LTD.
LAMINATES ACQUISITION CO.
FM HOLDINGS INC.
FORMICA INTERNATIONAL LLC
STEL INDUSTRIES, INC.
THE DILLER CORPORATION
WILDON LLC
FORMICA CORPORATION (f/k/a REORGANIZED
WILDON INDUSTRIES, INC.)

By: Edward R. Case

Name: Edward R. Case
Title: Chief Financial Officer



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

SEP - 1 2005

OFFICE OF THE
CHIEF FINANCIAL OFFICER

Ms. Veronica Lowther, Manager
Debt Accounting Branch
Office of Public Debt Accounting
Bureau of the Public Debt
Hintgen Building, Rm 114
200 3rd Street
Parkersburg, WV 26106-1326

*Skinner left
0573*

Dear Ms. Lowther:

You are requested to sell the enclosed Senior Subordinated Secured Floating Notes due 2011 of Formica Holding Corporation, Certificate No.R-167, CUSIP 34637F AB 2 for \$ 37,634.78 and Certificate No.R-168, CUSIP 34637F AB for \$ 6,834.14.

These securities are registered in the name of the Department of Justice, Environmental and Natural Resources Division, Environmental Enforcement Section and are in settlement of a debt with this Agency. Proceeds of the sale should be sent to:

U.S. Environmental Protection Agency
Washington Finance Center
Agency Location Code 68-01-0099
Ariel Rios Building, MC 2734R
1200 Pennsylvania Avenue, NW
Attn: Raffael Stein
Washington, D.C. 20460

Please contact Kennard Jones on (202) 564-4802 should there be any questions regarding this request.

Allocation:
Skinner Ldfl -0573

(Face of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

CUSIP 34637F AB 2
\$6,834.14

No. R-168

FORMICA HOLDING CORP.

promises to pay to UNITED STATES ENVIRONMENTAL PROTECTION AGENCY or registered assigns, the principal sum of Six Thousand Eight Hundred Thirty-Four Dollars and Fourteen Cents (\$6,834.14) on June 10, 2011.

Interest Payment Dates: June 15 and December 15, commencing on December 15, 2004.

Record Dates: June 1 and December 1.

Dated: August 15, 2005

THE OBLIGATIONS EVIDENCED BY THIS NOTE ARE QUALIFIED BY, LIMITED, AND EXPRESSLY SUBORDINATED UNDER THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF JUNE 10, 2004, AMONG WELLS FARGO FOOTHILL, INC., IN ITS CAPACITY AS INITIAL SENIOR AGENT ON BEHALF OF ITSELF AND THE SENIOR FACILITY LENDERS, THE BANK OF NEW YORK, IN ITS CAPACITY AS INITIAL GUC TRUSTEE ON BEHALF OF ITSELF AND THE GUC NOTEHOLDERS, AND FHC AND FLH, IN THEIR CAPACITY AS INVESTOR NOTEHOLDERS, WHICH PROVIDES, AMONG OTHER TERMS, THAT EXCEPT WITH RESPECT TO "PERMITTED CASH PAYMENTS" NO CASH PAYMENTS MAY BE MADE UNDER THIS NOTE UNTIL THE PRIOR PAYMENT IN FULL OF ALL "SENIOR DEBT," AS SUCH TERMS ARE DEFINED THEREUNDER. REFERENCE IS MADE TO THE SUBORDINATION AGREEMENT FOR THE FULL QUALIFICATIONS, LIMITATIONS AND SUBORDINATION PROVISIONS THEREUNDER.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

FORMICA HOLDING CORP.

By: Edward R. Case
Name: Edward R. Case
Title: Chief Financial Officer

This is one of the
Notes referred to in the
within-mentioned Indenture:

THE BANK OF NEW YORK,
as Trustee

By: Robert A. Mammola
Authorized Signatory

Dated: August 15, 2005

(Back of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. **Interest.** Formica Holding Corp., a Delaware corporation (the "*Company*"), promises to pay interest from the date of issuance of this note until maturity on the principal amount of this Note at the rate per annum equal to the interest rate on the Senior Credit Agreement from time to time prevailing plus 100 basis points; *provided* that if the aggregate amount of Additional Domestic Debt and Additional Foreign Debt at any time exceeds \$50.0 million, the interest rate at all times thereafter shall equal the interest rate on the Senior Credit Agreement from time to time plus an additional 200 basis points. The Company shall pay interest semi-annually on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "*Interest Payment Date*"). Concurrently with the making of each interest payment, the Company shall mail or cause to be mailed, by first class mail, to the Trustee and the Holders, a notice setting forth detailed calculations of the interest rate or interest rates applicable to the interest period to which such Interest Payment Date relates. Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; *provided, however*, that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal from time to time at a rate that is 2% per annum in excess of the interest rate then in effect under the Indenture and this Note; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods), from time to time at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **Method of Payment.** The Company shall pay interest on the Notes (except defaulted interest) to the Persons in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the June 1 or December 1 next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal and interest at the office or agency of the Company maintained for such purpose, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the Security Register; *provided, however*, that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. **Paying Agent and Registrar.** Initially, The Bank of New York, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar by filing a notice of change with the Trustee.

5. *Optional Redemption.*

(a) At any time and from time to time, if permitted by the Senior Credit Agreement, the Company may redeem all or any portion of the Notes, at once or over time, at a redemption price (expressed as a percentage of principal amount) equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date).

(b) Any prepayment pursuant to this paragraph shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. *Mandatory Redemption.* In the event that at least 75% of the principal amount of the New Senior Secured Term Loan Indebtedness outstanding on the date of the Indenture (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem a percentage of the outstanding Notes that is equal to the percentage (measured on a cumulative basis) of the New Senior Secured Term Loan Indebtedness that is or has been Refinanced at 100% of their principal amount plus interest to the redemption date. If 100% of the New Senior Secured Term Loan Indebtedness (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem all of the outstanding Notes at 100% of their principal amount plus interest to the redemption date. Any prepayment pursuant to this paragraph 6 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture. The Company shall not otherwise be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. *Notice of Redemption.* Notice of redemption shall be mailed at least 45 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than \$1,000 may be redeemed in part but only in whole multiples of \$1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

8. *Denominations, Transfer, Exchange.* The Notes are in registered form without coupons. This Note shall represent the aggregate principal amount of outstanding Notes from time to time endorsed hereon and the aggregate principal amount of Notes represented hereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

9. *Persons Deemed Owners.* The registered Holder of a Note may be treated as its owner for all purposes.

10. *Amendment, Supplement and Waiver.* Subject to certain exceptions, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees or the GUC

Without the consent of any Holder, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees or the GUC Security Documents to cure any ambiguity, defect or inconsistency, to provide for the assumption by a successor corporation, partnership or limited liability company of the obligations of the Company under the Indenture, to provide for uncertificated Notes in addition to or in place of certificated Notes; *provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; to add additional Guarantees or additional obligors with respect to the Notes or to release Guarantors from Guarantees as permitted by the terms of the Indenture, to secure the Notes, to add to the covenants of the Company for the benefit of the Holders of the Notes or to surrender any right or power conferred upon the Company, to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under the Indenture of any such Holder or to make any change to comply with any requirement of the Commission in order to effect or maintain the qualification of the Indenture under the TIA.

11. **Defaults and Remedies.** Each of the following is an Event of Default under the Indenture: (a) default for 30 days in the payment when due of interest on the Notes; (b) default in the payment when due of the principal of any of the Notes when the same becomes due and payable at its Stated Maturity, upon acceleration, redemption, optional redemption, required repurchase or otherwise (whether or not prohibited by Article XII of the Indenture); (c) failure by the Company or any Restricted Subsidiary to comply with Section 4.09(b) of the Indenture, and such failure continues for 5 days; (d) failure by the Company or any Restricted Subsidiary to comply with Sections 3.08 or 4.16 of the Indenture; (e) failure by the Company or any Restricted Subsidiary to comply with any covenant or agreement in this Indenture or in the Indenture (other than a failure that is the subject of the foregoing clauses (a), (b), (c) or (d)), and such failure continues for 30 days after written notice is given to the Company as provided in the Indenture; (f) a default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Restricted Subsidiary (or the payment of which is guaranteed by the Company or any Restricted Subsidiary) whether such Indebtedness or Guarantee now exists, or is created after the date of this Indenture, if that default (i) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness (a "Payment Default"); or (ii) results in the acceleration of such Indebtedness prior to its express maturity, and in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$5.0 million or more *provided, however*, that if such default does not constitute an event of default under the Senior Credit Agreement, or if such default constitutes an event of default under the Senior Credit Agreement but such event of default shall have been waived or consented to by the lenders thereunder, such default shall not constitute an Event of Default under the Indenture; (g) failure by the Company or any Restricted Subsidiary to pay final judgments aggregating in excess of \$5.0 million, which judgments are not paid, discharged or stayed for a period of 60 days after such judgment or judgments have become final and nonappealable; *provided, however*, that if such failure does not constitute an event of default under the Senior Credit Agreement, or if such failure constitutes an event of default under the Senior Credit Agreement but such event of default shall have been waived or consented to by the lenders thereunder, such failure shall not constitute an Event of Default under the Indenture; (h) except as

(except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default (i) in the payment of the principal of or interest on, the Notes and (ii) in respect of a covenant or provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Note affected by such modification or amendment. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

12. **Subordination.** Payment of principal and interest on the Notes is subordinated to the prior payment of Senior Debt on the terms provided in the Indenture and the Subordination Agreement.

13. **Trustee Dealings with Company.** Subject to certain limitations, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee.

14. **No Recourse Against Others.** No past, present or future director, officer, employee, incorporator or stockholder of the Company or of any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Indenture, the Notes, the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability.

15. **Authentication.** This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. **Abbreviations.** Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. **CUSIP Numbers.** Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

18. **Governing Law.** The internal law of the State of New York shall govern and be used to construe this Note without giving effect to applicable principals of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Formica Holding Corp.
Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202
Attention: Edward R. Case, Chief Financial Officer

Assignment Form

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(Insert assignee's social security or other tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____, as agent to transfer this Note on the books of the
Company. The agent may substitute another to act for him.

Date: _____, 20____

Your Signature: _____

(Sign exactly as your name appears on the
face of this Note)

NOTATION OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture), jointly and severally, unconditionally guarantees, to the extent set forth in the Indenture and subject to the provisions in the Indenture, dated as of June 10, 2004 (the "Indenture"), among Formica Holding Corp., as issuer (the "Company"), the Guarantors listed on the signature pages thereto and The Bank of New York, as trustee (the "Trustee"), (a) the due and punctual payment of the principal of and interest on the Notes, whether at maturity, by acceleration, redemption or otherwise, the due and punctual payment of interest on overdue principal and, to the extent permitted by law, interest, and the due and punctual performance of all other obligations of the Company to the Holders or to the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Guarantee and the Indenture are expressly set forth in Article X of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee. This Guarantee is subject to release as and to the extent set forth in Sections 8.02, 8.03 and 10.05 of the Indenture. This Guarantee is subordinated in right of payment to the extent set forth in the Indenture and the Subordination Agreement. Each Holder of a Note, by accepting the same agrees to and shall be bound by such provisions. Capitalized terms used herein and not defined are used herein as so defined in the Indenture.

GUARANTORS:

FORMICA BERMUDA HOLDINGS, LTD.
LAMINATES ACQUISITION CO.
FM HOLDINGS INC.
FORMICA INTERNATIONAL LLC
STEL INDUSTRIES, INC.
THE DILLER CORPORATION
WILDON LLC
FORMICA CORPORATION (f/k/a REORGANIZED
WILDON INDUSTRIES, INC.)

By: Edward R. Case

Name: Edward R. Case
Title: Chief Financial Officer

ACCOUNTING AND REPORTING SECTION

100



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

SEP - 1 2005

OFFICE OF THE
CHIEF FINANCIAL OFFICER

Ms. Veronica Lowther, Manager
Debt Accounting Branch
Office of Public Debt Accounting
Bureau of the Public Debt
Hintgen Building, Rm 114
200 3rd Street
Parkersburg, WV 26106-1326

Dear Ms. Lowther:

You are requested to sell the enclosed Senior Subordinated Secured Floating Notes due 2011 of Formica Holding Corporation, Certificate No.R-167, CUSIP 34637F AB 2 for \$ 37,634.78 and Certificate No.R-168, CUSIP 34637F AB for \$ 6,834.14.

These securities are registered in the name of the Department of Justice, Environmental and Natural Resources Division, Environmental Enforcement Section and are in settlement of a debt with this Agency. Proceeds of the sale should be sent to:

U.S. Environmental Protection Agency
Washington Finance Center
Agency Location Code 68-01-0099
Ariel Rios Building, MC 2734R
1200 Pennsylvania Avenue, NW
Attn: Raffael Stein
Washington, D.C. 20460

Please contact Kennard Jones on (202) 564-4802 should there be any questions regarding this request.

ALLOCATION: Pristine, Inc. 0556

(Face of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

CUSIP 34637F AB 2
\$37,634.78

No. R-167

FORMICA HOLDING CORP.

promises to pay to UNITED STATES ENVIRONMENTAL PROTECTION AGENCY or registered assigns, the principal sum of Thirty Seven Thousand Six Hundred Thirty-Four Dollars and Seventy-Eight Cents (\$37,634.78) on June 10, 2011.

Interest Payment Dates: June 15 and December 15, commencing on December 15, 2004.

Record Dates: June 1 and December 1.

Dated: August 5, 2005

THE OBLIGATIONS EVIDENCED BY THIS NOTE ARE QUALIFIED BY, LIMITED, AND EXPRESSLY SUBORDINATED UNDER THAT CERTAIN SUBORDINATION AGREEMENT, DATED AS OF JUNE 10, 2004, AMONG WELLS FARGO FOOTHILL, INC., IN ITS CAPACITY AS INITIAL SENIOR AGENT ON BEHALF OF ITSELF AND THE SENIOR FACILITY LENDERS, THE BANK OF NEW YORK, IN ITS CAPACITY AS INITIAL GUC TRUSTEE ON BEHALF OF ITSELF AND THE GUC NOTEHOLDERS, AND FHC AND FLH, IN THEIR CAPACITY AS INVESTOR NOTEHOLDERS, WHICH PROVIDES, AMONG OTHER TERMS, THAT EXCEPT WITH RESPECT TO "PERMITTED CASH PAYMENTS" NO CASH PAYMENTS MAY BE MADE UNDER THIS NOTE UNTIL THE PRIOR PAYMENT IN FULL OF ALL "SENIOR DEBT," AS SUCH TERMS ARE DEFINED THEREUNDER. REFERENCE IS MADE TO THE SUBORDINATION AGREEMENT FOR THE FULL QUALIFICATIONS, LIMITATIONS AND SUBORDINATION PROVISIONS THEREUNDER.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

FORMICA HOLDING CORP.

By: Edward R. Case
Name: Edward R. Case
Title: Chief Financial Officer

This is one of the
Notes referred to in the
within-mentioned Indenture:

THE BANK OF NEW YORK,
as Trustee

By: Robert A. McNeill
Authorized Signatory

Dated: August 15, 2005

(Back of Note)

SENIOR SUBORDINATED SECURED FLOATING RATE NOTES DUE 2011

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. **Interest.** Formica Holding Corp., a Delaware corporation (the "*Company*"), promises to pay interest from the date of issuance of this note until maturity on the principal amount of this Note at the rate per annum equal to the interest rate on the Senior Credit Agreement from time to time prevailing plus 100 basis points; *provided* that if the aggregate amount of Additional Domestic Debt and Additional Foreign Debt at any time exceeds \$50.0 million, the interest rate at all times thereafter shall equal the interest rate on the Senior Credit Agreement from time to time plus an additional 200 basis points. The Company shall pay interest semi-annually on June 15 and December 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "*Interest Payment Date*"). Concurrently with the making of each interest payment, the Company shall mail or cause to be mailed, by first class mail, to the Trustee and the Holders, a notice setting forth detailed calculations of the interest rate or interest rates applicable to the interest period to which such Interest Payment Date relates. Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; *provided, however*, that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal from time to time at a rate that is 2% per annum in excess of the interest rate then in effect under the Indenture and this Note; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods), from time to time at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **Method of Payment.** The Company shall pay interest on the Notes (except defaulted interest) to the Persons in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the June 1 or December 1 next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal and interest at the office or agency of the Company maintained for such purpose, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the Security Register; *provided, however*, that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. **Paying Agent and Registrar.** Initially, The Bank of New York, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar from time to time. The Company or any of its Subsidiaries may act in any such

5. *Optional Redemption.*

(a) At any time and from time to time, if permitted by the Senior Credit Agreement, the Company may redeem all or any portion of the Notes, at once or over time, at a redemption price (expressed as a percentage of principal amount) equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date).

(b) Any prepayment pursuant to this paragraph shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture.

6. *Mandatory Redemption.* In the event that at least 75% of the principal amount of the New Senior Secured Term Loan Indebtedness outstanding on the date of the Indenture (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem a percentage of the outstanding Notes that is equal to the percentage (measured on a cumulative basis) of the New Senior Secured Term Loan Indebtedness that is or has been Refinanced at 100% of their principal amount plus interest to the redemption date. If 100% of the New Senior Secured Term Loan Indebtedness (measured on a cumulative basis) is Refinanced, the Company shall be required to redeem all of the outstanding Notes at 100% of their principal amount plus interest to the redemption date. Any prepayment pursuant to this paragraph 6 shall be made pursuant to the provisions of Sections 3.01 through 3.06 of the Indenture. The Company shall not otherwise be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. *Notice of Redemption.* Notice of redemption shall be mailed at least 45 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than \$1,000 may be redeemed in part but only in whole multiples of \$1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

8. *Denominations, Transfer, Exchange.* The Notes are in registered form without coupons. This Note shall represent the aggregate principal amount of outstanding Notes from time to time endorsed hereon and the aggregate principal amount of Notes represented hereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

9. *Persons Deemed Owners.* The registered Holder of a Note may be treated as its owner for all purposes.

10. *Amendment, Supplement and Waiver.* Subject to certain exceptions, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees or the GUC

Without the consent of any Holder, the Company, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Guarantees or the GUC Security Documents to cure any ambiguity, defect or inconsistency, to provide for the assumption by a successor corporation, partnership or limited liability company of the obligations of the Company under the Indenture, to provide for uncertificated Notes in addition to or in place of certificated Notes; *provided* that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code; to add additional Guarantees or additional obligors with respect to the Notes or to release Guarantors from Guarantees as permitted by the terms of the Indenture, to secure the Notes, to add to the covenants of the Company for the benefit of the Holders of the Notes or to surrender any right or power conferred upon the Company, to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect the legal rights under the Indenture of any such Holder or to make any change to comply with any requirement of the Commission in order to effect or maintain the qualification of the Indenture under the TIA.

11. *Defaults and Remedies.* Each of the following is an Event of Default under the Indenture: (a) default for 30 days in the payment when due of interest on the Notes; (b) default in the payment when due of the principal of any of the Notes when the same becomes due and payable at its Stated Maturity, upon acceleration, redemption, optional redemption, required repurchase or otherwise (whether or not prohibited by Article XII of the Indenture); (c) failure by the Company or any Restricted Subsidiary to comply with Section 4.09(b) of the Indenture, and such failure continues for 5 days; (d) failure by the Company or any Restricted Subsidiary to comply with Sections 3.08 or 4.16 of the Indenture; (e) failure by the Company or any Restricted Subsidiary to comply with any covenant or agreement in this Notes or in the Indenture (other than a failure that is the subject of the foregoing clauses (a), (b), (c) or (d)), and such failure continues for 30 days after written notice is given to the Company as provided in the Indenture; (f) a default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Restricted Subsidiary (or the payment of which is guaranteed by the Company or any Restricted Subsidiary) whether such Indebtedness or Guarantee now exists, or is created after the date of this Indenture, if that default (i) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness (a "Payment Default"); or (ii) results in the acceleration of such Indebtedness prior to its express maturity, and in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$5.0 million or more *provided, however*, that if such default does not constitute an event of default under the Senior Credit Agreement, or if such default constitutes an event of default under the Senior Credit Agreement but such event of default shall have been waived or consented to by the lenders thereunder, such default shall not constitute an Event of Default under the Indenture; (g) failure by the Company or any Restricted Subsidiary to pay final judgments aggregating in excess of \$5.0 million, which judgments are not paid, discharged or stayed for a period of 60 days after such judgment or judgments have become final and nonappealable; *provided, however*, that if such failure does not constitute an event of default under the Senior Credit Agreement, or if such failure constitutes an event of default under the Senior Credit Agreement but such event of default shall have been waived or consented to by the lenders thereunder, such failure shall not constitute an Event of Default under the Indenture; (h) except as permitted by the Indenture, any Guarantee of a Guarantor shall be held in any judicial proceeding to be

(except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default (i) in the payment of the principal of or interest on, the Notes and (ii) in respect of a covenant or provision which under the Indenture cannot be modified or amended without the consent of the Holder of each Note affected by such modification or amendment. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

12. **Subordination.** Payment of principal and interest on the Notes is subordinated to the prior payment of Senior Debt on the terms provided in the Indenture and the Subordination Agreement.

13. **Trustee Dealings with Company.** Subject to certain limitations, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee.

14. **No Recourse Against Others.** No past, present or future director, officer, employee, incorporator or stockholder of the Company or of any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Indenture, the Notes, the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability.

15. **Authentication.** This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. **Abbreviations.** Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. **CUSIP Numbers.** Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

18. **Governing Law.** The internal law of the State of New York shall govern and be used to construe this Note without giving effect to applicable principals of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

The Company shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Formica Holding Corp.
Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202
Attention: Edward R. Case, Chief Financial Officer

Assignment Form

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(Insert assignee's social security or other tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____, as agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____, 20____

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

NOTATION OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture), jointly and severally, unconditionally guarantees, to the extent set forth in the Indenture and subject to the provisions in the Indenture, dated as of June 10, 2004 (the "Indenture"), among Formica Holding Corp., as issuer (the "Company"), the Guarantors listed on the signature pages thereto and The Bank of New York, as trustee (the "Trustee"), (a) the due and punctual payment of the principal of and interest on the Notes, whether at maturity, by acceleration, redemption or otherwise, the due and punctual payment of interest on overdue principal and, to the extent permitted by law, interest, and the due and punctual performance of all other obligations of the Company to the Holders or to the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Guarantee and the Indenture are expressly set forth in Article X of the Indenture and reference is hereby made to the Indenture for the precise terms of the Guarantee. This Guarantee is subject to release as and to the extent set forth in Sections 8.02, 8.03 and 10.05 of the Indenture. This Guarantee is subordinated in right of payment to the extent set forth in the Indenture and the Subordination Agreement. Each Holder of a Note, by accepting the same agrees to and shall be bound by such provisions. Capitalized terms used herein and not defined are used herein as so defined in the Indenture.

GUARANTORS:

FORMICA BERMUDA HOLDINGS, LTD.
LAMINATES ACQUISITION CO.
FM HOLDINGS INC.
FORMICA INTERNATIONAL LLC
STEL INDUSTRIES, INC.
THE DILLER CORPORATION
WILDON LLC
FORMICA CORPORATION (f/k/a REORGANIZED
WILDON INDUSTRIES, INC.)

By: Edward R. Case

Name: Edward R. Case
Title: Chief Financial Officer

ACCOUNTING AND REPORTING SECTION

[illegible]